

August 31, 2009

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: SANDRA H. MCKINLEY
STATE CONTRACT PROCUREMENT OFFICER II
302.838.8067

SUBJECT: **EXTENSION NOTICE – NO. 2**
CONTRACT NO. 07-022-SM
COMPUTER PAPER

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OF
KEY CONTRACT INFORMATION**

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NOTE: PLEASE REPLACE THE ORIGINAL AWARD NOTICE WITH THE FOLLOWING
UPDATED PRICING. All other terms and conditions remain the same.

KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by the Division of Support Services, Department of Administrative Services. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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Each vendor's contract shall be valid for one (1) year from September 1, 2009 through August 31, 2010. Each contract may be renewed for an additional two (2) one (1) year period through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

VENDORS:

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FRANK PARSONS PAPER COMPANY
1300 Mercedes
Hanover, MD 21076
Attn: Karen Edwards
Phone: 800.372.7766 Ext. 8586
Fax: 301.733.8062
Federal E.I.#: 53-0179108
E-Mail: kedwards@frankparsons.com
<u>Inside Delivery Charges:</u>
\$.00 per carton
\$.00 per flight of stairs/carton

3. SHIPPING TERMS:

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F.O.B. destination.

4. DELIVERY:

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Ship Stock: 1 - 2 days A.R.O. Non-Stock: 5 days A.R.O

5. PRICING:

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Prices shall remain firm for the first six (6) months of the contract, and may be adjusted for the second six (6) month period. The adjustment shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period.

6. PRICE ADJUSTMENT:

If agreement is reached to extend this contract for the optional year(s), Government Support Services shall have the option of offering at six (6) month intervals, a determined price adjustment. The adjustment shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

ITEM NO.	DESCRIPTION	QTY./ CASE	CASE PRICE	VENDOR CODE
SECTION A RECYCLED - (Minimum 50% Waste and 20% Postconsumer Waste)				
1	1 Pt. 14 7/8" x 11" (Green Bar)	2700	\$31.16	FRANK PARSONS
2	1 Pt. 9 1/2" x 11" (Blank Microperf)	2500	\$23.11	FRANK PARSONS
SECTION B-1, IBM 4000 PAPER – Drilled				
3	11" x 8-1/2" (Blank)	3600	\$23.13	FRANK PARSONS

7. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by the Division of Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

8. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The State makes payments for goods and services using procurement (credit) cards, electronic funds transfer and/or conventional checks. The contractor or vendor must accept full payment by procurement card and/or conventional check at the State's option, without imposing any additional fees, costs or conditions.

9. REQUIREMENTS:

PAPER AND RELATED SPECIFICATIONS

1. CARBONLESS

STOCK: One (1) part form - 18 lb. bond

SIZE: 14 7/8" X 11" Greenbar

INK: To be P.M.S. #392 Olive or equal

PUNCHING: Form punched right and left to fit tractor of IBM printers

PERFORATIONS: Regular perforation between forms each depth size
Except: 9 1/2" X 11" to also have 1/2" vertical
perforations on both right and left sides

FASTENING: Staggered two tooth Speedilock at left and right

PHOTOCOPYING: Must have photocopying capability.

2. MICROPERFORATED PAPER

STOCK: To be 20 lb. bond only

SIZE: 9 1/2" X 11" blank

PUNCHING: Form punched right and left to fit tractor of IBM printers

PERFORATIONS: Must have 1/2" vertical microperforations on both right and left sides and also to be
microperforated on the top and bottom between pages.

3. POST CONSUMER RECYCLED PAPER

RECYCLED CONTENT: A. All paper must be at least 50% waste
paper and 20% post consumer waste
(50/20).

PUNCHING: Form punched right and left to fit tractor of IBM printers

PERFORATIONS: Regular perforations between forms and 9-1/2 X 11 to have 1/2" perforations on both right
and left sides.

9. REQUIREMENTS (Continued):

PAPER AND RELATED SPECIFICATIONS (Continued)

4. IBM 4000 PAPER- DRILLED:

SIZE: 11" X 8 1/2" overall, no vertical perforations

STOCK: 18 lb. or equivalent running capability register bond, white. Must meet IBM 4000 Laser minimum standards for opacity, strength, curl, etc. **Carton quantity must not exceed 3,600 sheets.**

FORMAT: Blank

CONSTRUCTION: Continuous computer paper, standard 1/8" holes spread 1/2" on center on both left and right hand margins. Standard 1/4" file holes both top and bottom of sheet for 3-ring binder. Horizontal perforations every 8 1/2" which meet or surpass IBM's recommended minimum standards to provide optimum strength and refold and minimum pack slope. Absolutely no breaks within a carton. All mended splices within a carton must be made by the manufacturer before paper is shipped. The tape used for these splices must have unlimited shelf life. Splicing tape must be capable of holding a web break together through the 4000 operation and withstand the heat and stress placed on it without a premature separation. The splicing must also allow bursting on a conventional forms burster or a BTS unit on the 4000.

PACKAGING: Cartons must be at least 15" high with easy-open zip tops. Care must be taken in packaging that no wrinkles, folds or damage will appear throughout the pack and that all paper within each carton is usable.

PALLETS: All pallets used for Section B, IBM 4000 paper must be a 48" X 40" GSA type with four-way entry and made of extra heavy duty new wood boards.

Any shipments made that are not in compliance with the above specifications or are in a damaged condition may be refused in part or in whole, with no penalty or cost to the State.

All pallets must be removed by vendor at the request of an agency.

10. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

11. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

12. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

13. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

14. INSPECTION:

Within three (3) working days of delivery, the material will be inspected by an authorized representative of the ordering agency, and if found defective or if it fails in any way to meet the specifications as indicated in this proposal, it may be rejected. The decision(s) of the representative shall be final. All rejected material will be replaced by the supplier within ten (10) working days of notification of rejection.

15. SHIPMENTS:

Ordering agencies shall have the option of specifying that paper will not sit any longer than 24 hours after it has been loaded onto a trailer prior to shipping.

16. METHOD OF TRANSPORTATION:

Agencies prefer vendors to use company owned trucks for deliveries to allow for better control after an order has been placed. Trucks with lift gates may be required. Agencies may require the vendor to deliver paper loaded on pallets and wrapped for delivery locations with loading docks. Failure to adhere to the requirements of the agency may result in the cancellation of a contract.